

# **EXHIBIT A REDACTED**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

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WAYMO LLC,

Plaintiff,

vs.

No. 3:17-cv-00939-WHA

UBER TECHNOLOGIES, INC.;

OTTOMOTTO LLC; OTTO TRUCKING,

INC.,

Defendants.

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WAYMO & UBER CONFIDENTIAL ATTORNEYS' EYES ONLY

VIDEOTAPED DEPOSITION OF CAMERON POETZSCHER

SAN FRANCISCO, CALIFORNIA

MONDAY, JUNE 19, 2017

BY: ANDREA M. IGNACIO,  
CSR, RPR, CRR, CCRR, CLR  
CSR LICENSE NO. 9830  
JOB NO. 2642012

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1 MS. ROBERTS: Q. Did they disclose what 10:50  
2 Google's approach was that they were going to try to 10:51  
3 improve upon? 10:51  
4 A No. 10:51  
5 Q So, sitting here today, and during the 10:51  
6 negotiations, you didn't know how their plans differed 10:51  
7 from what Waymo was already doing? 10:51  
8 MR. JACOBS: Objection; form. 10:51  
9 THE WITNESS: No, nor did I want to have any 10:51  
10 knowledge whatsoever of what Waymo was doing. We were 10:51  
11 very careful to make sure they weren't disclosing 10:51  
12 anything about Waymo to us. 10:51  
13 MS. ROBERTS: Q. And so, if their plans on 10:51  
14 these improvements, on what Waymo was doing were 10:51  
15 actually what Waymo was already doing, you would -- 10:51  
16 you would have no way of knowing that; right? 10:51  
17 MR. JACOBS: Objection; form. 10:51  
18 THE WITNESS: Well, again, we took safeguards 10:51  
19 to ensure that they didn't bring any IP they -- we did 10:51  
20 a -- and I'm not aware of everything we did, but I 10:51  
21 know that, at minimum, we did extensive -- internal 10:51  
22 and external counsel I know did legal due diligence. 10:51  
23 We did forensic due diligence. 10:51  
24 We had them sign attestations that they 10:51  
25 weren't going to do that, you know, and our standard 10:51

1 employment agreements saying you wouldn't do that. 10:51  
2 They gave us their word. They personally assured us. 10:51  
3 So we took many steps to make sure that 10:52  
4 wouldn't happen. 10:52  
5 MS. ROBERTS: Q. But you don't know -- and I 10:52  
6 realize you're not the engineer -- but you don't know 10:52  
7 what work Waymo is doing on [REDACTED] [REDACTED]  
[REDACTED] at the time; correct? 10:52  
9 MR. JACOBS: Objection; asked and answered. 10:52  
10 THE WITNESS: Correct. 10:52  
11 MS. ROBERTS: Okay. 10:52  
12 Q And so there would be no way for you to know 10:52  
13 if what Mr. Levandowski was pitching to Uber was, in 10:52  
14 fact, the same thing that Waymo was doing? 10:52  
15 MR. JACOBS: Objection; form. 10:52  
16 THE WITNESS: I mean, you keep asking me that 10:52  
17 question. Yes, technically, I wouldn't know. 10:52  
18 But again, he gave us several assurances, and 10:52  
19 we were comfortable with those. 10:52  
20 MS. ROBERTS: I'm going to hand you what we 10:52  
21 will mark as Exhibit 264, which begins with Bates 10:52  
22 No. UBER00060661. 10:52  
23 (Document marked Exhibit 264 10:53  
24 for identification.) 10:53  
25 THE WITNESS: Thanks. 10:53

1 record at 11:06. 11:06

2 (Recess taken.) 11:06

3 THE VIDEOGRAPHER: Okay. We're back on the 11:07

4 rec- -- record at 11:19. 11:19

5 MS. ROBERTS: So, we were previously talking 11:19

6 about the negotiations after the shift in strategy 11:19

7 negotiations with Mr. Levandowski, and we were in the 11:19

8 January of 2016 time frame. 11:19

9 Q You testified that, sometime early on, after 11:19

10 the shift in strategy, Uber told Mr. Levandowski that 11:19

11 Uber did not want him to bring any third-party IP to 11:19

12 Uber; is that correct? 11:19

13 A Correct. 11:19

14 Q Was that ever -- was that request ever made 11:19

15 in writing? 11:19

16 A Essentially, in many different forms. He had 11:19

17 to attest that he wasn't doing any of those kind of 11:20

18 things. He had to sign a CIAA, I believe. I relied 11:20

19 on my lawyers to, you know, craft the exact language. 11:20

20 But, I believe we made that clear in several different 11:20

21 written formats. 11:20

22 Q So, let's go through those written formats. 11:20

23 You said he had to attest that he wasn't 11:20

24 going to bring any third-party IP; is that correct? 11:20

25 A I believe there was some attestation to that 11:20

1 effect. Again, I'm not the lawyer who drafted that. 11:20

2 You'd have to ask them for the exact details. 11:20

3 Q And the attestation that you're referring to, 11:20

4 is that in connection with the April 11th, 2016, 11:20

5 agreement employing the merger? 11:20

6 A As far as I understand, yes. 11:20

7 Q And, have you seen an attestation signed by 11:20

8 Mr. Levandowski? 11:20

9 A I recall seeing it, yes. 11:20

10 Q So, you did see a document that he signed, 11:20

11 attesting that he wasn't going to bring any 11:20

12 third-party IP? 11:21

13 A I mean, I saw the full set of signed 11:21

14 documents. I believe his signature was part of there. 11:21

15 I can't recall, you know, every single document that 11:21

16 was signed within that package. But, I believe the 11:21

17 fully executed documents included that, and I saw the 11:21

18 fully executed document set. 11:21

19 Q So, you saw a fully executed document set 11:21

20 that included attestations from other employees; 11:21

21 correct? 11:21

22 A Again, as I recall, they included the 11:21

23 attestations from whoever was attesting. Anthony was 11:21

24 one of those. I believe it was in there. 11:21

25 Q And so you -- you think that 11:21

1 Mr. Levandowski's was in that stack that you reviewed. 11:21

2 But you -- do you recall specifically seeing 11:21

3 an attestation from him? 11:21

4 A No. But I know it was a part -- a critical 11:21

5 part of the deal. It was a required part of the deal. 11:21

6 And, I know that our legal group said that we had all 11:21

7 of the necessary documents and signatures in place. 11:21

8 So, I was confident we had the attestation from him as 11:21

9 well. 11:21

10 Q If you hadn't received an attestation from 11:21

11 him, would you have still gone through with the deal? 11:21

12 A No. 11:22

13 Q So, if an attestation wasn't received from 11:22

14 Anthony Levandowski saying that he was not going to 11:22

15 bring any third-party IP to Uber, Uber would not have 11:22

16 gone through with the acquisition, from your point of 11:22

17 view? 11:22

18 A I would say it slightly differently. 11:22

19 If he hadn't signed the attestation that we 11:22

20 were requiring him to sign, which encompassed numerous 11:22

21 things -- and I can't talk to the exact specifics. 11:22

22 I'd have to review that with my lawyers. 11:22

23 But, if he didn't sign the attestation that 11:22

24 he was required to sign as part of the deal, we 11:22

25 wouldn't have closed the deal. 11:22

1 Q You mentioned he also had to sign a CIAA? 11:22

2 A I believe so. I know employees generally 11:22

3 sign that. I think he also signed that. I'm not sure 11:22

4 if it was sort of subsumed into his attestation, or if 11:22

5 it was also a separate document. 11:22

6 But the gist of what's in the CIAA was -- 11:22

7 certainly, he signed that either as part of the 11:22

8 attestation or separately. 11:22

9 Q And, can you inform the jury: What is a 11:22

10 CIAA? 11:22

11 A It's something to the effect of confidential 11:22

12 information and invention assignment agreement, 11:23

13 something like that. It essentially says -- and 11:23

14 again, I'm not a lawyer. But it essentially says, 11:23

15 among other things, that you are not bringing 11:23

16 confidential information to your new employer, from a 11:23

17 previous employer or are otherwise in breach of any 11:23

18 obligations. 11:23

19 Q Is that a document that all employees sign 11:23

20 when they begin work at Uber? 11:23

21 A You'd have to ask the human resources 11:23

22 department. But I understand that generally, people 11:23

23 are made to sign that. 11:23

24 Q Do you know for a fact that Mr. Levandowski 11:23

25 signed a CIAA? 11:23